

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO-C9	PAGE OF PAGES 1 91
2. CONTRACT NO. NAS5-00047		3. SOLICITATION NO. RFP5-51953/353		
4. TYPE OF SOLICITATION <input type="checkbox"/> <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		
7. ISSUED BY NASA/Goddard Space Flight Center Code 214.6 Greenbelt, MD 20771		6. REQUISITION/PURCHASE NO. 400-52155A(1C)		
		8. ADDRESS OFFER TO (If other than Item 7) NASA/Goddard Space Flight Center Bid Room, Code 213, Building 17, Room S-142 Greenbelt, MD 20771		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

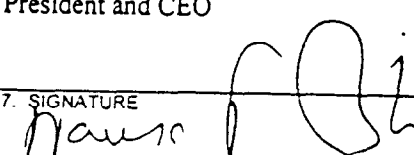
SOLICITATION9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried: the depository located Bldg. 17, Rm. S142, Bid Room until 3pm local time 6-28-99CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.
All offers are subject to all terms and conditions contained in this solicitation.10. FOR INFORMATION CALL: A. NAME Kellie Murray B. TELEPHONE NO. (Include area code) (310)286-2271
(NO COLLECT CALLS)**11. TABLE OF CONTENTS**

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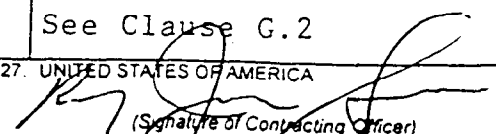
OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the Designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offer acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
		001	4/28/99	004	6/15/99
		002	6/03/99		
		003	6/11/99		
15A. NAME AND ADDRESS OF OFFEROR	CODE <u>84001591</u>	FACILITY <u>02WP4</u>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or		
<u>QSS Group, Inc.</u>			<u>Mr. Frank Islam</u>		
<u>4500 Forbes Boulevard</u>			<u>President and CEO</u>		
<u>Lanham, MD 20706</u>					
15B. TELEPHONE NO. (Include area code) (301) 429-0308	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE-ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		17. SIGNATURE 	18. OFFER DATE 28 June 1999	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT <u>\$26,197,578</u>	21. ACCOUNTING AND APPROPRIATION <u>40-2590</u> <u>\$1,000,000</u> <u>*400-992-87-01-01 800/10110(00) A501</u>	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 10 U.S.C. 2304(c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless other-wise specified)		
24. ADMINISTERED BY (If other than Item		CODE	25. PAYMENT WILL BE MADE BY <u>See Clause G.2</u>	
26. NAME OF CONTRACTING OFFICER (Type or print) <u>Ray James Sisneros</u> Contracting Officer		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE <u>JAN 1 2000</u>

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064
PREVIOUS EDITION UNUSABLE
(MS Word Aug 95)*See Page 1a for continuation of
Block 21.STANDARD FORM 33 (Rev. 4-85)
Prescribed by GSA FAR (48 CFR)
53.214(c)

Page 1a of Contract NAS5-00047

Continuation of Block 21 "Accounting and Appropriation"

Procurement Control Number: 400-51953A(1C)

Job Order Number: 400-039-02-04-01

Appropriation: 808/90110(98)

BLI: A700

Amount: \$0

Object Class: 40-2550

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**SECTION B OF CONTRACT NAS5-00047
SUPPLIES OR SERVICES AND PRICES/COST**

B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)

The Contractor shall provide services in accordance with the Statement of Work which is incorporated in this Contract as Section J, Attachment A. In performance of this effort, the Contractor shall deliver the following items in accordance with the following schedule:

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>(Begin from Contract Award) Due Date</u>
1	Services in accordance with the Statement of Work	J (A)	See Clause C.2 and Section J(A)
2	Semi-Annual Operating Plans	H.7	15 calendar days after receipt of service forecast
3	NASA Financial Management Reports	G.1, G.6, & G.7	Monthly in accordance with the current NPG 9501.2
4	On-site Personnel Reports	H.3	10 th calendar day of every month
5	Telephone Usage Certification	H.4	Jan. 2 nd of each Contract year

(End of clause)

**B.2 OPTION TO EXTEND--SERVICE CONTRACT (GSFC 52.217-93)
(DEC 1992)**

This Contract may be extended at the option of the Government in accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" in Section I. The option periods and prices or costs and any fees are as follows:

<u>Option Period</u>	<u>Cost</u>	<u>Fee</u>	<u>Total Value of Option</u>
1 Extend the Period of Performance by 24 Months	\$13,939,291	\$1,030,640	\$14,969,931

(End of Clause)

**SECTION B OF CONTRACT NAS5-00047
SUPPLIES OR SERVICES AND PRICES/COST**

B.3 ESTIMATED COST INCREASES (GSFC 52.232-94) (SEP 1998)

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this Contract.

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this Contract, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this Contract. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support an increase in the estimated cost of the Contract. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date
Projected cost to completion
Total cost at completion
Current negotiated estimated cost
Requested increase in estimated cost

(2) The "projected cost to completion" shall consist of the following "other than cost or pricing data" unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

**SECTION B OF CONTRACT NAS5-00047
SUPPLIES OR SERVICES AND PRICES/COST**

B.4 ESTIMATED COST, INCENTIVE, AWARD FEE (CPIF/AF)

The estimated cost of this Contract is \$23,949,894. The maximum available award fee is \$1,348,610. The maximum downward adjustment for cost overruns shall not be less than the cost incentive fee and earned award fee. The target cost incentive fee is \$449,537. The maximum cost incentive fee is \$899,074. Total estimated cost, maximum incentive fee, and maximum award fee are \$26,197,578.

(End of Text)

B.5 COST INCENTIVE

(a) INCENTIVE FEE AND AWARD FEE: This is a cost-plus-incentive fee/award fee contract. The contractor's cost performance under this contract is evaluated based on a cost incentive. The award fee elements are evaluated in accordance with clause G.4 AWARD FEE FOR SERVICE CONTRACTS and cover only the contractor's technical performance under this contract.

- (1) The total incentive fee pool shall equal 25% of the total available fees under this contract. An incentive fee will be determined and paid at the end of each six-month period that coincides with each service forecast and approved operating plan. The incentive fee calculation is final for each six-month period. Unearned incentive fees will not be made available for future evaluation periods. The incentive fee determination is made based on the share ratios identified in paragraph (c) of this provision.
- (2) The total available award fee shall equal 75% of the total available fees for this contract. Cost performance will not be considered in the award fee evaluations.

**SECTION B OF CONTRACT NAS5-00047
SUPPLIES OR SERVICES AND PRICES/COST**

- (b) TARGET COST, TARGET INCENTIVE FEE, MINIMUM INCENTIVE FEE AND MAXIMUM INCENTIVE FEE: A target cost, target incentive fee, minimum incentive fee and maximum incentive fee will be established at the onset of each six month period coinciding with the issuance of the service forecast and the approval of the operating plan. The target cost will utilize current staffing and resource estimates at the indirect rates in Section J, Attachment E negotiated at contract award. The maximum incentive fee, the minimum incentive fee, and target incentive fee for each service forecast period shall be determined based on the following percentages, which are consistent with the fee ratios in Clause B.4:

Minimum Incentive Fee - The maximum downward adjustment for cost overruns shall not be less than the cost incentive fee and the earned award fee.

Target Incentive Fee 2.0%

Maximum Incentive Fee 4.0%

At the beginning of each service forecast period, a target cost, target fee, minimum fee and maximum fee will be established by mutual agreement for that period based on the staffing and resources estimates in the approved operating plan required by clause H.7 SERVICE FORECASTS AND OPERATING PLANS. Note that clause H.7 requires the submission of a projected budgetary cost based on current indirect rates in addition to the target cost required by this clause which utilizes the indirect rates in Section J, Attachment E. At the conclusion of the service forecast period, the contractor's actual cost for the period will be compared to the target cost established at the beginning of the period. The incentive fee for each period will be determined based on the following:

- (1) Target Cost_{PX} = Target Cost for the evaluation period.
- (2) Actual Cost_{PX} = Actual Cost for the evaluation period.
- (3) Cost Difference = Target Cost_{PX} - Actual Cost_{PX}; if the actual is greater than the Target Cost_{PX} this will result in a negative value for the cost difference.
- (4) Fee Adjustment = Cost Difference * Fee Adjustment Factor
- (5) Fee Earned = Target Fee +/- Fee Adjustment

**SECTION B OF CONTRACT NAS5-00047
SUPPLIES OR SERVICES AND PRICES/COST**

- (6) The Fee Earned for each period shall not be less than the minimum fee or greater than the maximum fee established for that service forecast period.
- (c) Incentive Fee Adjustment Factor: The Fee Adjustment Factor utilized to arrive at the incentive fee determination is directly related to the contractor's award fee score during that period. The Fee Adjustment Factor and incentive fee determination also vary based on whether the actual costs at the end of the period result in an overrun or underrun for that service forecast period. Therefore, the Fee Adjustment Factor and incentive fee determination are based on the following:

Incentive Structure

Award Fee Score	Fee Adjust Factor for CU (%)	Fee Adjust Factor for CO (%)	
100-91	10	10	
90-81	10	15	CU = Contractor underrun
80-71	5	20	
70-61	5	25	CO = Contractor overrun
<61*	0	0	

* The Contractor will not receive any incentive fee during an evaluation period where the award fee score is less than 61.

- (d) Revisions to the Service Forecast and Operating Plan: If the service forecast is revised during the six-month service forecast period, the target cost, target fee, minimum fee, and maximum fee will be revised by the Contracting Officer to reflect the changes based on the revised, approved operating plan.
- (e) The decisions made as to the amount of cost incentive are subject to the disputes clause.

(End of Text)

**SECTION B OF CONTRACT NAS5-00047
SUPPLIES OR SERVICES AND PRICES/COST**

B.6 CONTRACT FUNDING (18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is \$1,000,000. This allotment is for cost and covers the following estimated period of performance: through January 21, 2000.

(b) An additional amount of \$0 is obligated under this Contract for payment of fee.

(End of clause)

B.7 NONPROPOSED COSTS (GSFC 52.216-94) (FEB 1991)

(a) The total estimated cost of this Contract includes the following estimated costs:

Cost Element	Estimated Cost
Basic	
Travel	\$1,016,679
Material	\$21,330
Miscellaneous ODC	\$46,077
Option 1	
Travel	\$677,786
Material	\$14,220
Miscellaneous ODC	\$30,718

(b) These costs are the Government's best estimate of what the actuals will be. There will be no adjustment in the fee(s) of the Contract should the actuals be different than these estimates, unless additional effort is added to the Contract or there is a change to the Contract under the Changes clause of this Contract which impacts these estimates.

(End of clause)

[End of Section]

SECTION C OF CONTRACT NAS5-00047
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF WORK

The Contractor shall provide services and deliver the items specified in Section B of this Contract, in accordance with the Statement of Work for Program Analysis and Control, which is incorporated in this Contract as Section J, Attachment A. The Contractor shall furnish the necessary personnel, materials, and facilities, except as otherwise provided in this Contract.

(End of Text)

C.2 MAXIMUM LIABILITY OF THE CONTRACTOR

It is recognized that the Contractor will be performing in a dynamic environment where the support requirements may vary significantly. During the term of the Contract, the Contractor shall not exceed the maximum cost of \$26,344,883. Work beyond the maximum shall be considered outside of the scope of this contract.

Changes to the functional responsibilities of the Contractor as established in the Statement of Work shall constitute a change in the scope of this Contract. However, increases or decreases in customer organizations within GSFC being supported or services provided shall not be considered a change in scope to this Contract, or a basis for any adjustment(s) in Contract fees.

(End of Text)

[End of Section]

**SECTION D OF CONTRACT NAS5-00047
PACKAGING AND MARKING**

[THERE ARE NO CLAUSES IN THIS SECTION.]

**SECTION E OF CONTRACT NAS5-00047
INSPECTION AND ACCEPTANCE**

E.1 LIST OF SECTION E CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.232-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1990)

(52.246-5) INSPECTION OF SERVICES—COST REIMBURSEMENT (APR 1984)

E.2 ACCEPTANCE - SINGLE LOCATION

The Contracting Officer or authorized representative will accomplish acceptance at Goddard Space Flight Center. For the purpose of this clause, the Contracting Officer's Technical Representative (COTR) named in this Contract is the authorized representative. The Contracting Officer reserves the right to redesignate the COTR. The Contractor will be notified by a written notice or by a copy of the designation if a different representative is designated.

(End of Text)

E.3 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this Contract for three years after delivery of all items and/or completion of all services called for by the Contract.

(End of clause)

[End of Section]

**SECTION F OF CONTRACT NAS5-00047
DELIVERIES OR PERFORMANCE**

F.1 LIST OF SECTION F CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

(52.242-15) STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)

(52.247-34) F.O.B. DESTINATION (NOV 1991)

F.2 PLACE OF PERFORMANCE--SERVICES (GSFC 52.237-92) (OCT 1988)

The services specified by this contract shall be performed at the following location(s): Goddard Space Flight Center, Greenbelt, Maryland, Kennedy Space Center, KSC, Florida, and the Contractor's facilities.

(End of clause)

F.3 PERIOD OF PERFORMANCE

The period of performance of this Contract shall be for three years from the effective date of this Contract.

(End of Text)

[End of Section]

SECTION G OF CONTRACT NAS5-00047
CONTRACT ADMINISTRATION DATA

G.1 LIST OF SECTION G CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

(1852.242-73) NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
(JUL 1997)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87) (MAR 1998)

- (a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this Contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this Contract.
- (b) (1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:
NASA Goddard Space Flight Center
Code 151.3A, Greenbelt, MD 20771
- (2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.
- (3) Copies of vouchers should be submitted as directed by the Contracting Officer.
- (c) If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the Contractor shall prepare and submit vouchers as follows:
 - (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:
DCAA, Columbia Branch Office, 10025 Governor Warfield
Parkway, One Mall North, Suite 200, Columbia, MD 21044-3507
(410) 964-2060

**SECTION G OF CONTRACT NAS5-00047
CONTRACT ADMINISTRATION DATA**

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Auditor

(iii) Copy 3 Contractor

(iv) Copy 4 Contract administration office; and

(v) Copy 5 Project management office.

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

NASA Goddard Space Flight Center
Code 214.6/Contracting Officer
Greenbelt, MD 20771

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this Contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this Contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.3 CONTRACTOR USE OF GSFC LIBRARY (GSFC 52.245-90) (AUG 1993)

The Contractor's professional employees performing work under this Contract are granted borrowing privileges at the Goddard Space Flight Center (GSFC) Library.

(a) The Contractor shall establish procedures to account for

**SECTION G OF CONTRACT NAS5-00047
CONTRACT ADMINISTRATION DATA**

borrowed materials and to ensure their timely return. "Timely return" means prior to the expiration of the borrowing period, prior to the termination of employment of the particular employee, or prior to the expiration of this Contract, whichever comes first.

(b) The Contractor shall initiate borrowing privileges for its employees by contacting the GSFC Librarian. The Librarian will require the Contractor to provide the name and title of the company official responsible for ensuring compliance with (a) above. The responsible official will be required to indicate the level of control for the issuance of Library charge plates and whether the countersignature of the responsible company official will be required on Goddard Library Card Applications. The GSFC Librarian may impose additional information requirements if Library privileges are requested for employees that do not have permanent GSFC badges.

(c) The Contractor shall be responsible for all items lost, destroyed or not returned. Such items shall be immediately replaced by the Contractor at no cost to the Government. The GSFC Librarian may revoke library privileges at any time during the performance of the Contract if the Contractor fails to comply with this clause or is experiencing an inordinate amount of loss or destruction of library materials. Discontinuance of library privileges shall not entitle the Contractor to an increase in the cost or price for Contract performance or to any other adjustment to the Contract.

(End of clause)

(see mod 4)
G.4 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (MAR 1998)

(a) The Contractor can earn award fee from a minimum of zero dollars to the maximum stated in Clause B.4 "Estimated Cost, Incentive, Award Fee" in this Contract.

(b) Beginning 6 months after the effective date of this Contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the Contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Performance Evaluation Plan prepared by the Government. The Performance Evaluation Plan may be revised unilaterally by the Government

SECTION G OF CONTRACT NAS5-00047
CONTRACT ADMINISTRATION DATA

prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Financial Management Division Office will make payment based on the issuance of a unilateral modification by the Contracting officer.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the total amount of award fee (for the basic Contract plus the option period) divided by 10. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f) (1) Provisional award fee payments will be made under this Contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60 percent or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate. This determination is not subject to the Disputes clause.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations made by the Government under this Contract are not subject to the Disputes clause.

(End of clause)

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G.5 INCENTIVE FEE (52.216-10) (MAR 1997)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate

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proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (1) The fee payable under this contract is in accordance with clause B.5 "Cost Incentive

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h) (2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance-- Liability to Third Persons clause;

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(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause: or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

G.6 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90) (NOV 1998)

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Policy Guidance (NPG) 9501.2C, "NASA Contractor Financial Management Reporting", establish report due dates and all other financial management reporting requirements. NPG 9501.2C permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. One copy shall be provided to each of the following:

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Contracting Officer, Code 214.6
Contracting Officer's Technical Representative, Code 403
Resources Analyst, Code 403
Administrative Contracting Officer (if delegated)
Customer Technical Manager, (delivered to the respective code)
Customer Financial Manager, (delivered to the respective code)

(2) The reporting structure shall be in accordance with the following work breakdown structure:

I. Contract Summary Level (using the following cost element format)

Cost Elements to be Reported

Direct Labor hours	On-Site
	Off-Site
Subcontract Hours	On-Site
	Off-Site
Direct Labor Dollars	On-Site
	Off-Site
Total Direct Labor Costs	
Labor Overhead	On-Site
	Off-Site
Other Direct Costs	
Materials	
Subcontracts	
Travel	
Other (Identify)	
Subtotal Cost	
G&A	
Total Cost	
Fee	
Total Cost Plus Fee	

II. Service Function (Accounting, Management Information Systems, etc.) (using the same costs elements described above for the contract summary level)

III. Customer Organization (using the same cost elements described above for the contract summary level)

(c) Web sites. (1)NPG 9501.2C, "NASA Contractor Financial Management Reporting":

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http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/Procedures/Financial_Management/contents.html

(2) NF 533 Tutorial: (for training purposes only)
<http://genesis.gsfc.nasa.gov/nf533.htm>

(End of clause)

G.7 ADDITIONAL REQUIREMENTS FOR FINANCIAL MANAGEMENT REPORTS

In addition to a paper copy, the Contractor shall submit an automated version of the detailed monthly 533 report. This submittal shall be in an Excel 97 spreadsheet, or a version acceptable to the Contracting Officer. This submittal shall interface and upload into the appropriate accrual system within the Flight Projects Resources Office.

(End of Text)

G.8 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(1852.245-71) (JUN 1998)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this Contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities: The Contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this Contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

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(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;

(iii) The Contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all Contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting officer and notification of the SEMO. The Contractor shall assume accountability and financial reporting responsibility for such property. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting officer.

(End of clause)

G.9 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(1852.245-77) (JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this Contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

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(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for Contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available is general office equipment such as personal computers, fax machines, typewriters, and copy machines. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this Contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this Contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government Contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

(f) Installation service facilities.

(g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of clause)

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G.10 CONTRACTOR ACQUIRED GOVERNMENT PROPERTY (GSFC 52.245-93)
(OCT 1988)

Before the Contractor purchases a piece of controlled equipment (as identified in NHB 4200.1C, paragraph 3.101), the Contractor shall submit a DD Form 1419, DoD Industrial Plant Equipment Requisition, through the Contracting Officer, to the GSFC Reutilization Coordinator, Code 235.2, for the prescreening of the NASA Equipment Management System (NEMS) records to determine the availability of candidate equipment which may satisfy the requirement and thus avoid a new acquisition.

Following the purchase of any controlled equipment, the Contractor shall submit a GSFC Form 20-4, Shipping Document, or by other means acceptable to the GSFC Supply and Equipment Management Officer, Code 235.1, transferring that equipment to the Government, to the GSFC Supply and Equipment Management Officer, Code 235.1, with a copy to the GSFC Property Accountant, Code 151.4A within 5 working days. The GSFC Form 20-4 or other form, must contain all of the data elements identified necessary to establish accountability, including both the Contract number and the Contractor's purchase order number under which the equipment was purchased. Submission of this form does not negate the requirement for subcontract notification and/or consent as specified in the Subcontracts clause or elsewhere in this Contract.

If the Contractor maintains a stock inventory with a minimum average value of \$75,000, the Contractor shall comply with NHB 4100.1B, including submission of a NASA Form 1489, Semi-Annual Analysis of Inventory Report, and a NASA Form 1324, Semi-Annual Report of Supply and Equipment Management Operations. Both reports shall be submitted within 5 working days after the March 31 and September 30 reporting period each year to the Supply and Equipment Management Office, Code 235.1, with a copy to the Contracting Officer.

The Contractor shall submit listings of all Contractor-acquired property, acquired during the reporting period under the Contract, suitable for establishing accountable records for all such property received, on a quarterly basis within 30 calendar days after the end of each calendar year quarter; i.e., January 30, April 30, July 30, and October 30, to the Contracting Officer, and the Supply and Equipment Management Officer, Code 235.1. For controlled equipment, the listings shall include

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item description, manufacturer, model, serial number, cost, location of the items, and GSFC property number. For all other acquisitions, the listings shall include item description, quantity, cost, and location of the items. Controlled equipment previously reported on GSFC Form 20-4's, or other forms, and materials included in NASA Form 1489 shall be included in the quarterly reports. Negative reports shall be submitted, if applicable.

(End of clause)

**G.11 REPAIR OR REPLACEMENT OF GOVERNMENT PROPERTY--SPECIAL
CONDITIONS (GSFC 52.245-92) (SEP 1998)**

(a) Government property categorized as facilities (defined at FAR 45.301 and NASA FAR Supplement 1845.301) has been provided for the performance of this contract.

(b) Except as specified in paragraph (e) below, the Government will not authorize the replacement of any defective Government property as a direct reimbursable cost under this contract. Replacement shall be at no cost to the Government except as may be permitted by FAR 31.205-11, "Depreciation." However, the Government may authorize and reimburse the repair of defective Government property as stated in paragraph (c). If repair is not approved by the Contracting Officer, the Contractor agrees to replace any defective Government property with property owned or leased by the Contractor. However, such Contractor property need not be identical to the replaced property. Further, replacement may be waived by the Contracting Officer provided the Contractor submits a written request and demonstrates to the satisfaction of the Contracting Officer that the capability to perform the Contract in an acceptable and efficient manner is not degraded.

(c) The Government may reimburse the reasonable direct cost for the repair of any Government property for which repair is determined to be an acceptable alternative. In accordance with FAR clause 52.245-5, the Contractor is required to have an approved maintenance/repair program for Government Property. The criteria in this program shall be used to determine when the Contractor is required to request approval from the Contracting Officer for repair or replacement of Government property. However, in the absence of a Government approved maintenance/repair program, the Contractor must submit each repair request to the Contracting Officer. When the maintenance program requires the Contractor to inform the Contracting Officer of the need for a repair/replacement decision, the Contractor

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shall notify the Contracting Officer, in writing, and provide a "not to exceed" dollar amount for the repair of the property and a rationale as to why repair is the best alternative considering the age of the property, the nature of the defect(s), and the criticality of the property to the accomplishment of the requirements of the Contract. If the Contracting Officer agrees that the property is still needed for contract performance and that repair is an acceptable alternative, the Contracting Officer may authorize the repair. If the Contracting Officer considers that repair is not an acceptable alternative, the Contracting Officer shall notify the Contractor and the replacement equipment or needed equivalent capability shall be provided by the Contractor in accordance with paragraph (b) above. This decision by the Contracting Officer shall not be subject to the Disputes clause of this contract.

(d) In the event that the Contractor is not selected in a subsequent recompetition of this requirement and the facility items replaced as contractor property are not needed for any other purpose, the Contractor is encouraged to offer to sell to the successor contractor any facility items that the successor contractor chooses to buy, at a fair and reasonable price.

(e) This clause shall not apply to the following items:

All general and special purpose equipment, including office Furniture as explained in clause G.9 "List of Installation-Accountable Property and Services". Approximately 30 workstations will be provided as Installation-Accountable Property. Also, this clause does not apply to ODIN-provided equipment. Approximately 161 workstations will be provided through ODIN services until November 30, 2001

(End of clause)

G.12 PROPERTY CLAUSE APPLICABILITY--ON-SITE AND OFF-SITE
(GSFC 52.245-96) (SEP 1998)

(a) Performance of this contract requires that contractor personnel and any furnished and/or acquired government property be located at both Government controlled and managed premises (on-site) and at contractor controlled and managed premises (off-site). The requirements for control and accountability of government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

(b) Clauses applicable to both on-site and off-site locations.

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FAR clause 52.245-5, "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts" except that para (e) does not apply to on-site locations.

NASA FAR Supplement clause 1852.245-70, "Contractor Requests for Government-Owned Equipment".

GSFC clause 52.245-92, "Repair or Replacement of Government Property-Special Conditions", if included.

GSFC clause 52.245-97, "Contractor Acquired Property--NASA Conditions".

(c) Clauses applicable only to off-site locations.

NASA FAR Supplement clause 1852.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

NASA FAR Supplement clause 1852.245-76, "List of Government-Furnished Property", if included.

(d) Clauses applicable only to on-site locations.

NASA FAR Supplement clause 1852.245-71, "Installation-Accountable Government Property (Alternate I)".

NASA FAR Supplement clause 18-52.245-77, "List of Installation-Accountable Property and Services".

GSFC clause 52.245-93, "Contractor Acquired Government Property"

(End of clause)

G.13 OUTSOURCING DESKTOP INITIATIVE SERVICE-DISCONTINUATION

(a) The Government will provide approximately 161 Outsourcing Desktop Initiative (ODIN) seats under this contract through 11/30/01. An ODIN "seat" consists of the functionality of a personal computer, monitor, associated software, maintenance, repair, any needed relocation, and services needed to maintain functionality. An ODIN seat does not include printers or any other peripherals and other Government property, which is identified and provided under this contract and which are subject to the conditions of GSFC clause 52.245-92, "Repair or Replacement of Government Property-Special Conditions".

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(b) The GSFC delivery order with the GSFC ODIN vendor expires 11/30/01. Commencing 12/1/01, the Government will no longer provide the ODIN seats. The contractor must assume responsibility for this function. The Government will continue to provide access to the GSFC network including back office support. (DNS, E-Mail, etc.). The contractor provided function must meet the interoperability standards of NASA - STD 2804C "Minimum Office Automation Software Suite Interface Standards and Product Standards" dated March 2, 1999.

(c.) The contractor can place a delivery order for "seats" with the GSFC ODIN vendor under the ODIN contract subject to the approval of the ODIN Contracting Officer or may make other arrangements whether by purchase of hardware and software or by purchase of service. Regardless, such costs will not be a direct reimbursable cost under this contract and will not be an indirect cost to the Government except as may be permitted by FAR 31.205-11, "Depreciation".

(End of Text)

[End of Section]

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H.1 LIST OF SECTION H CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulations (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1990):

- (1852.208-81) RESTRICTIONS ON PRINTING AND DUPLICATING (AUG 1993)
- (1852.223-70) SAFETY AND HEALTH (MAR 1997)
- (1852.242-72) OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)--
ALTERNATE II (SEP 1989)

H.2 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995)

(a) In the performance of this Contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):

(1) Data of third parties which the Government has agreed to handle under protective arrangements; and

(2) Government data, the use and dissemination of which, the Government intends to control.

(b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this Contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

(1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this Contract;

(2) Allow access to such data only to those of its employees that require access for their performance under this Contract;

(3) Preclude access and disclosure of such data outside the Contractor's organization; and

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(4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for Contract performance.

(c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees Contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

(d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended, the Contractor shall treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

(e) Notwithstanding the above, the Contractor shall not be restricted in use, disclosure, and reproduction of any data that:

(1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;

(2) Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protectible data under this clause;

(3) Is rightfully received by the Contractor from a third party without restriction;

(4) Or is required to be produced by the Contractor pursuant to a court order or other Government action. If the Contractor believes that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor shall promptly notify the Contracting Officer of such belief prior to acting on such belief, and, in any event, shall give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

(End of clause)

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H.3 ONSITE CONTRACTOR PERSONNEL REQUIREMENTS AND REPORT (GSFC 52.204-99) (OCT 1988)

The Goddard Space Flight Center (GSFC) maintains a Locator and Information Services Tracking System (LISTS) which contains work and home data about the GSFC's civil service, Contractor, and tenant workforces. The Contractor shall provide certain data regarding the Contractor's onsite workforce to enable the LISTS to be maintained in a current status.

The Contractor shall report additions in its personnel roster, as they take place, by GSFC Form 24-27, "LISTS Data and Badge and Decal Information". Instructions for completing GSFC Form 24-27 are contained in GSFC Form 24-27a. These forms are available from GSFC store stock. The form(s) shall be submitted to the Contracting Officer's Technical Representative (COTR). The COTR will process the form(s) with the LISTS Monitor (LM) assigned to the COTR's Division and return the approved form(s) to the Contractor. The Contractor shall furnish a copy of the approved form(s) to the Contracting Officer and provide the approved form(s) to the GSFC Security Branch/Identification Section, Code 205.1 to obtain a badge for the Contractor employee(s).

The Contractor shall submit monthly onsite personnel reports containing data under two categories:

- o For the current onsite workforce, and others requiring access to GSFC, the name(s), principal building and room location(s), telephone extension(s), mail code, organizational code(s) of the GSFC organization(s) being supported, offsite location and phone number, if applicable, and comments (if desired).
- o A list of Contractor employees who have joined or left the employment of the Contractor or moved off-site to perform GSFC Contracted work during that same monthly reporting period, indicating which have moved off-site and/or no longer require access to GSFC and which have joined or left employment.

Whenever possible, the Contractor should use a copy of a LISTS report, which will be provided by the LISTS Manager, Code 201, for the monthly onsite personnel reports. The Contractor shall annotate this provided report to correct any discrepancies noted. A copy the onsite personnel report shall be submitted by the 10th

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calendar day of the month following the month being reported to the COTR, the Contracting Officer, the GSFC Security Branch, Code 205.1, and to the LISTS Manager, Code 201.

The Contractor shall update the LISTS due to any changes in locator information noted on the Contractor submitted monthly reports by completing that portion of the GSFC Form 24-27 which needs to be updated including the Goddard Identification Number (GIN) provided on the LISTS report and submit the updated GSFC Form 24-27 to the LISTS Monitor, Code 400.

The Contractor shall ensure that all Contractor personnel working onsite at, or requiring access to the GSFC, who leave its employment or change their work location to off-site or no longer require access to GSFC, process out through the GSFC Security Branch/Identification Section, Code 205.1. Such employees shall return all GSFC property, including identification badges, mission badges, vehicle decals, temporary passes, and keys. If the employee leaves or is terminated without "prior notice"; i.e., "quits" or is "involuntarily" terminated, the Contractor shall ensure that all such Government property associated with each of its employees is returned to the Security Branch/Identification Section within 30 days of the employee's departure.

The Contractor may contact the LISTS Manager at the Institutional Support Branch, Code 201, 286-2306, for assistance regarding the LISTS System.

(End of clause)

H.4 GOVERNMENT PREMISES--PERSONNEL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (JUN 1997)

(a) Access. A portion or all of the work by this Contract must be performed at the Goddard Space Flight Center (GSFC) or other NASA installations or sites. The right of ingress and egress to the Government site for Contractor personnel shall be made available as required.

(b) Compliance with procedures. While on Government premises, the Contractor shall comply with established requirements governing the conduct of personnel and the operation of the

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facility. These requirements are set forth in NASA-wide or local installation management instructions, handbooks, or announcements. The following cover many of the requirements that must be met by Contractors utilizing GSFC facilities:

GMI 1040.5	Emergency Management Program
GMI 1040.6	Emergency Management Plan
GMI 1152.9	Facilities Coordination Committee
GHB 1600.1	Security Manual
GMI 1700.2	GSFC Health and Safety Program
GMI 1772.1	Center Smoking Policy
GMI 1780.1	Confined Space Policy
GMI 1790.1	Chemical Hygiene Plan
GMI 2540.2	Administrative Communications Handbook
GMI 5104.7	Policy Concerning Contracts Requiring Onsite Performance and the Administration Thereof
GMI 8821.1	Facilities Configuration Management
GMI 8800.2	Goddard Space Flight Center Environmental Handbook
GMI 8840.1	Paper Recycling Program

Center Announcement No. 90-59--Contractor Business Use of Official Mail and of the Mail Services Center

Copies of the current issuances may be obtained from the Contracting Officer's Technical Representative. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) Telephone usage certification. If the installation provided

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property and services listed in NASA FAR Supplement clause 18-52.245-77 includes the use of telephones, the Contractor shall provide an annual certification that all such usage was in accordance with GHB 2540.2, "GSFC Administrative Communications". This certification shall be made in January of each year covering the preceding calendar year and at the conclusion of the Contractor's efforts onsite at the GSFC. The certification shall be submitted to the Contracting Officer with a copy to the Head of the Customer Engineering Branch, Code 542.
(End of clause)

H.5 UNAUTHORIZED PURCHASES (GSFC 52.244-91) (OCT 1988)

The Contractor shall not purchase any property as a direct item of cost under this Contract unless necessary for the performance of the Contract and/or authorized under the terms of the Contract or approved or directed by the Contracting Officer.
(End of clause)

H.6 SAFETY AND HEALTH-ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (OCT 1998)

a. Purpose. This clause establishes certain additional safety and health requirements as contemplated by NASA FAR Supplement (NFS) clause 1852.223-70, "Safety and Health", of this Contract.

b. Other safety and health requirements. (1) In addition to compliance with all Federal, state, and local laws as required by paragraph (a) of NFS clause 18-52.223-70, the Contractor shall comply with the following: "None" (2) The immediate notification and prompt reporting required by paragraph (c) of clause 1852.223-70 shall be to the to the Goddard Space Flight Center Safety and Environmental Branch, Code 205.2, and to the Contracting Officer. This should be a verbal notification and confirmed by FAX or E-Mail. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the Contract. (3) The "acceptable limits" referred to in paragraph (c) of clause 1852.223-70 are established as (fill-in with information provided by Code 205.2).

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SPECIAL CONTRACT REQUIREMENTS

c. Safety and health plan.

The Contractor shall submit a Safety and Health Plan to the Contracting Officer within 10 days after the effective date of this Contract. Upon approval by the Contracting Officer, the Plan will become part of this Contract. The Contractor shall implement the safety and health requirements of this Contract in accordance with the Plan.

(End of clause)

H.7 SERVICE FORECASTS AND OPERATING PLANS

At the inception of this Contract and one (1) calendar month prior to the commencement of each 6-month period thereafter, the Contracting Officer shall provide a forecast of the Government's requirements for the prospective 6-month period to the Contractor. The initial service forecast will be for the period from Contract award through the end of the first six months.

The service forecasts shall serve to refine the efforts to be performed by the Contractor within the parameters of the requirements set forth in the Contract, enabling the Contractor to plan and schedule service requirements to be performed during the subsequent period. As a minimum, the service forecasts shall describe refinements to the individual missions of the Flight Projects Directorate over the prospective 6-month period, including changes in customer organizations, services, and mission schedules. Refinements in assumptions that were the basis for estimating service levels during prior periods shall be presented in a level of detail sufficient to estimate necessary adjustments in service levels to be provided.

Upon receipt of the Government's service forecast and any modification thereto, the Contractor shall analyze the forecast and determine the service hours required and service staffing, including projected overtime requirements to perform the work requirement over the period of the forecast. The Contractor shall prepare an operating plan covering the period of the forecast reporting hours and costs by at the total contract level, service category level, and customer level; and spreading estimated costs by calendar month. The operating plan shall be

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SPECIAL CONTRACT REQUIREMENTS

delivered within 15 calendar days after receipt of each forecast, and the Contractor will be notified if the Operating Plan is not approved, and changes are necessary. If changes are necessary, the Contractor shall resubmit the operating plan within five calendar days. Additionally, the Contractor has five calendar days to submit a revised operating plan in response to a revised service forecast. If the Government does not respond to the Contractor within 15 calendar days after receipt of the operating plan, the Contractor can assume the operating plan has been approved by the Government. The operating plan shall be distributed as follows:

<u>No. of Copies</u>	<u>Addressee</u>
1	Contract Specialist, Code 214.6
2	Contracting Officer's Technical Representative, Code 403
2	Resource Analyst, Code 403

(End of Text)

H.8 POINTS OF CONTACT

The Government Points of Contact for this Contract are as follows:

Contract Specialist:

Kellie Murray, Code 214.6
Phone (301)286-2271

Contracting Officer:

Robert S. Kirk, Code 214.6

Contracting Officer Technical Representative:

Steve Xander, Code 403
Phone (301)286-1477

(End of Text)
[End of Section]

SECTION I OF CONTRACT NAS5-00047

CONTRACT CLAUSES

I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

(52.202-1)	DEFINITIONS (OCT 1995)
(52.203-3)	GRATUITIES (APR 1984)
(52.203-5)	COVENANT AGAINST CONTINGENT FEES (APR 1984)
(52.203-6)	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
(52.203-7)	ANTI-KICKBACK PROCEDURES (JUL 1995)
(52.203-8)	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(52.203-10)	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(52.203-12)	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
(52.204-4)	PRINTING/COPYING DOUBLE SIDED ON RECYCLED PAPER (JUN 1996)
(52.209-6)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(52.211-15)	DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990)
(52.215-2)	AUDIT AND RECORDS--NEGOTIATION (AUG 1996)
(52.215-8)	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(52.215-11)	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
(52.215-13)	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
(52.215-15)	TERMINATION OF DEFINED BENEFIT PENSION PLANS (OCT 1997)
(52.215-17)	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
(52.215-18)	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
(52.215-19)	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
(52.215-21)	REQUIREMENTS FOR COST OR PRICING DATA OR

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INFORMATION OTHER THAN COST OR PRICING DATA -
MODIFICATIONS (OCT 1997)
(52.216-7) ALLOWABLE COST AND PAYMENT (APR 1998)
(52.217-2) CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997)
(52.217-8) OPTION TO EXTEND SERVICES (AUG 1989)
(52.219-8) UTILIZATION OF SMALL, SMALL DISADVANTAGED AND
WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)
(52.222-2) PAYMENT FOR OVERTIME PREMIUMS (JUL 1990),
paragraph (a), insert \$0
(52.222-3) CONVICT LABOR (AUG 1996)
(52.222-26) EQUAL OPPORTUNITY (APR 1984)
(52.222-35) AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND
VIETNAM ERA VETERANS (APR 1998)
(52.222-36) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR
1998)
(52.222-37) EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS
AND VETERANS OF THE VIETNAM ERA (APR 1998)
(52.222-41) SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY
1989)
(52.223-2) CLEAN AIR AND WATER (APR 1984)
(52.223-5) POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
(APR 1998)
(52.223-6) DRUG FREE WORK PLACE (JAN 1997)
(52.223-14) TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
(52.224-1) PRIVACY ACT NOTIFICATION (APR 1984)
(52.224-2) PRIVACY ACT (APR 1984)
(52.225-11) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG
1998)
(52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)
(52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND
COPYRIGHT INFRINGEMENT (AUG 1996)
(52.227-14) RIGHTS IN DATA-GENERAL (JUN 1987) as modified by
NASA FAR Supplement 18-52.227-14 (PN 89-72)
(52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
(52.232-9) LIMITATION ON WITHOLDING OF PAYMENTS (APR 1984)
(52.232-17) INTEREST (JUNE 1996)
(52.232-20) LIMITATION OF COST (APR 1984)
(52.232-22) LIMITATION OF FUNDS (APR 1984)
(52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
(52.232-25) PROMPT PAYMENT (JUN 1997)
(52.232-33) MANDATORY INFORMATION FOR ELECTRONIC FUNDS
TRANSFER PAYMENT (AUG 1996)
(52.233-1) DISPUTES (OCT 1995)
(52.233-3) PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN

SECTION I OF CONTRACT NAS5-00047

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- 1985)
- (52.237-2) PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- (52.237-3) CONTINUITY OF SERVICES (JAN 1991)
- (52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (52.242-4) CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)-- ALTERNATE I (APR 1984)
- (52.243-7) NOTIFICATION OF CHANGES (APR 1984)
- (52.244-2) SUBCONTRACTS ALT I (AUG 1998) paragraph (e) insert "Professional and consultants costs as defined in FAR 31.205-33, paragraph ((k) insert "none".
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-1) PROPERTY RECORDS (APR 1984)
- (52.245-5) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION) (JULY 1995)--(g)(5) of the clause shall read as follows: "The Contractor shall notify the Contracting officer upon loss or destruction of, or damage to, Government property provided under this Contract, with the exception of low value property for which loss, damage, or destruction is reported at Contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g)(5) is unchanged.
- (52.245-19) GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
- (52.246-25) LIMITATION OF LIABILITY--SERVICES (FEB 1997)
- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- (52.248-1) VALUE ENGINEERING (MAR 1989)
- (52.249-6) TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
- (52.249-14) EXCUSABLE DELAYS (APR 1984)
- (52.253-1) COMPUTER GENERATED FORMS (JAN 1991)
- (18-52.215-84) OMBUDSMAN (OCT 1996) The installation Ombudsman is William F. Townsend at 301-286-8768.
- (18-52.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
- (18-52.219-74) USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)

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(18-52.228-75) MINIMUM INSURANCE COVERAGE (OCT 1988)

(18-52.243-71) SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

I.2 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 1989)

(a) The Government may extend the term of this Contract by written notice to the Contractor prior to Contract expiration, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the Contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option of an additional two years, the extended Contract shall be considered to include this option provision.

(c) The total duration of this Contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.3 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (52.219-18) (JAN 1997) [DEVIATION]

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) SIC code 8711 is specifically included in the Offeror's approved business plan;

(2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this

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clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) Agreement. (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the Contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this Contract does not exceed \$25,000, a small business concern may furnish the product of any domestic concern. This paragraph does not apply in connection with construction or service Contracts.

(2) The QSS Group, Inc. will notify the Goddard Space Flight Center's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to another party.

(End of clause)

**I.4 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42)
(MAY 1989))**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the Contract and states the wages and fringe benefits payable to each if they were employed by the Contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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THIS STATEMENT IS FOR INFORMATION ONLY: IT
IS NOT A WAGE DETERMINATION

Employee Class	Grade	Monetary Wage	Fringe Benefits
Secretary	GS7	\$12.76	*
Tech Typist/Rcptn	GS3	\$8.20	*
Tech Typist/Rcptn	GS4	\$9.21	*
Tech Typist/Rcptn	GS5	\$10.30	*
Data Specialist	GS3	\$8.20	*
Data Specialist	GS4	\$9.21	*
Data Specialist	GS5	\$10.30	*
Sched Spec	GS3	\$8.20	*
Sched Spec	GS4	\$9.21	*
Sched Spec	GS5	\$10.30	*
CM Spec	GS4	\$9.21	*
CM Spec	GS5	\$10.30	*
CM Spec	GS5	\$10.30	*
Proj Reports Spec	GS3	\$8.20	*
Proj Reports Spec	GS4	\$9.21	*
Proj Reports Spec	GS5	\$10.30	*
Logistics Spec	GS4	\$9.21	*
Logistics Spec	GS5	\$10.30	*
Doc/Library Spec	GS3	\$8.20	*
Doc/Library Spec	GS4	\$9.21	*
Doc/Library Spec	GS5	\$10.30	*

The monetary wages (hourly rates) are computed in accordance with FAR 22.1016(b).

* Fringes are as follows:

1. Holidays--New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Inauguration Day (when applicable).

2. Annual Leave:--Two hours of annual leave each week for an employee with less than three years service; three hours of annual leave each week for an employee with three but less than fifteen years of service; and four hours of annual leave each week for an employee with fifteen or more years of service.

3. Sick leave--Two hours of sick leave each week for all employees.

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4. Life insurance, health insurance, workers' compensation, and Federal Insurance Compensation Act (for temporary employees) at 7 percent of basic hourly rate.

5. Retirement at 7 percent of basic hourly rates for employees hired through December 31, 1985. Retirement at .94 percent for employees hired on January 1, 1986, or after.

6. Medicare at 1.45 percent of basic hourly rates for employees hired on or before December 31, 1985.

7. Social Security (inclusive of Medicare) at 7.65 percent of basic hourly rates for employees hired on or after January 1, 1986, up to a maximum gross annual salary of \$61,200. The Medicare portion (1.45 percent) continues for all wages earned.

(End of clause)

**I.5 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
(52.244-6) (APR 1998)**

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this Contract.

(c) Notwithstanding any other clause of this Contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

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CONTRACT CLAUSES

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this Contract.

(End of clause)

I.6 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>

(End of clause)

I.7 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

Historically Black Colleges or University, as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b) (1) of the Act (20 U.S.C. 1059c(b) (1)).

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Small disadvantaged business concern, as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

Women-owned small business concern, as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least percent of NASA's procurement dollars under prime Contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The Contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient Contract performance.

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(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.8 EMERGENCY EVACUATION PROCEDURES (18-52.237-70) (DEC 1988)

The Contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of clause)

I.9 YEAR 2000 COMPLIANCE (MAY 1998) (Procurement Information Circular 98-8)

(a) Definition: "Year 2000 compliant", as used in this clause, means that the information technology (hardware, software and firmware, including embedded systems or any other electro-mechanical or processor-based systems used in accordance with its associated documentation) accurately processes date and date-related data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date and date-related data with it.

(b) Any information technology provided, operated and/or maintained under this Contract is required to be Year 2000 compliant. To ensure this result, the Contractor shall provide documentation describing how the IT items or services demonstrate Year 2000 compliance, consisting of testing and certification of systems. Note: All current on-site technology systems under contract NAS5-32590 have been certified as Year 2000 compliant.

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CONTRACT CLAUSES

(c) The Contractor warrants that any IT items and/or services provided under this contract that involve the processing of data and data-related data are Year 2000 compliant. If the Contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system.

(d) The remedies available under this warranty shall include repair or replacement, at no additional cost to the Government, of any provided items or services whose non-compliance is discovered and made known to the Contractor in writing within 90 days after acceptance. In addition, all other the terms and limitations of the Contractor's standard commercial warranty or warranties shall be available to the Government for the IT items or services acquired under this Contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this Contract with respect to defects other than Year 2000 performance.

(End of clause)

I.10 LIMITATION ON SUBCONTRACTING (52.219-14) (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a Contract, the Offeror/Contractor agrees that in performance of the Contract in the case of a Contract for--

(1) Services (except construction). At least 50 percent of the cost of Contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the Contract, not including the cost of materials, with its own employees.

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(4) Construction by special trade Contractors. The concern will perform at least 25 percent of the cost of the Contract, not including the cost of materials, with its own employees.

(End of clause)

I.11 COMPLIANCE WITH WAGE DETERMINATION

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination No. 94-2104, Revision 12, dated July 9, 1998, which is contained as Section J, Attachment B to this contract.

(End of Text)

I.12 COMPLIANCE WITH QUALITY SURVEILLANCE PLAN

In the performance of this contract, the Contractor shall comply with the Quality Surveillance Plan dated June 28, 1999 which is incorporated by reference in Section J, Attachment A of this contract.

(End of Text)

I.13 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement Regulation (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

[End of Section]

SECTION J OF CONTRACT NAS3-00047

LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

The following attachments constitute part of this Contract:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>Page</u>
A	Statement of Work	1/1/00	5
B	Wage Determination	7/9/98	9
→ C	Safety and Plan [To be submitted by the Contractor within ten (10) days after Contract award, for inclusion in the Contract.]		
D	STD 2804C Minimum Office Automation Software Suite Interface Standards and Product Standards (Interoperability Standards)	3/2/99	10
→ E	Indirect Rates	6/28/99	3

(End of clause,

SECTION J
ATTACHMENT A

STATEMENT OF WORK

Documents Incorporated by Reference:

Contractor's Quality Surveillance Plan, dated June 28, 1999.

1. Introduction

The Goddard Space Flight Center has the responsibility for planning and managing space flight projects at the Goddard Space Flight Center (GSFC). The responsibilities include managing spacecraft flight hardware systems, ground systems, launch vehicles, and research instrumentation payloads. The work encompasses all phases of project implementation from conceptual studies through definition, design, and development; fabrication; integration; launch, preparation for pre- and post- launch operations; satellite servicing; and data acquisition, processing, distribution, analysis, and archiving. Some of the projects are managed in-house at GSFC while most are contracted with industry.

To develop and manage projects (present and future) and to respond to its assigned responsibilities, the GSFC requires the Contractor to perform specific services. Under this contract, work will be done for GSFC offices supporting the Flight Projects Directorate and other directorates.

2. General

All work under this contract shall be in support of missions of the GSFC. Work under this contract is approximately 95% on-site and 5% off-site. The requirements include program management, project control, and analysis as defined in the performance requirements below.

The Contractor work shall include: a.) making recommendations for solutions to issues regarding schedule risk or schedule change impact; b.) preparing and participating in various types of reviews, developing and preparing schedules and milestones, and evaluating Contractors' schedules, documents, drawings, etc. related to configuration management and scheduling; c.) managing on-site and off-site activities and maintaining an off-site facility in the vicinity of the GSFC for housing off-site personnel.

The Contractor shall work with the Government to centralize services provided under this Contract in order to create efficiencies.

3. Performance Requirements

The following performance requirements define, but not exclusively, the discrete work to be performed by the Contractor. Use of the following performance requirements will vary from project to project.

4. Scheduling and Planning (Data Entry) - The Contractor shall:

Facilitate the planning & scheduling processes required to ensure timely completion of project or interproject activities at Goddard Space Flight Center, Contractor facilities and other partners

a. schedule development including the identification of the activities and milestones that must be performed in order to achieve project commitments.

b. periodic status accounting of project schedules

c. preparation of schedule inputs necessary for GSFC management and institutional reporting

5. Scheduling and Planning (Data Structure) - The Contractor shall:

Facilitate the planning & scheduling processes required to ensure timely completion of project or interproject activities at Goddard Space Flight Center, Contractor facilities and other partners including:

a. schedule development including:

i. identification and documentation of schedule and programmatic interdependencies among project activities, or among interrelated activities between projects.

ii. preparation of project logic networks and schedules as well as the estimation, validation and analysis of activity sequencing, durations and resource requirements needed to create the schedules.

b coordination and evaluation of project risks to assess the possible impacts and outcomes.

c. control of changes and revisions to the project schedule.

d. workaround and recovery planning when schedule problems arise.

e. support of the review and analysis of Contractor Earned Value reporting.

f. coordination with Project Resource Analysts to ensure integration and correlation of schedules with the Program Operation Plan (POP).

g. surveillance of Contractor schedules and scheduling systems to ensure compliance with the Schedule Management Plan.

h. communication and sharing of superior scheduling techniques or applications to other projects to spur process improvement

6. Scheduling and Planning (Development) - The Contractor shall:

Facilitate the planning & scheduling processes required to ensure timely completion of project or interproject activities at Goddard Space Flight Center, Contractor facilities and other partners including:

a. preparation and maintenance of a Schedule Management Plan which defines the requirements for schedule planning and control on the project.

b. schedule analysis to determine overall project schedule performance, variances, risk areas and "what-if" assessments. A key

element of schedule analysis is a comprehensive, technical understanding of the engineering and R&D activities inherent to spacecraft design and development.

c. coordination and evaluation of project risks to assess the possible impacts and outcomes.

d. control of changes and revisions to the project schedule.

e. workaround and recovery planning when schedule problems arise.

f. support of the review and analysis of Contractor Earned Value reporting.

g. coordination with Project Resource Analysts to ensure integration and correlation of schedules with the Program Operation Plan (POP).

h. surveillance of Contractor schedules and scheduling systems to ensure compliance with the Schedule Management Plan.

i. communication and sharing of superior scheduling techniques or applications to other projects to spur process improvement

7. Configuration Management (Implementation) - The Contractor shall:

a. populate/update a complete Configuration Management System and perform the necessary analysis needed to support technical and engineering activities

b. update a Configuration Management System

c. conduct, coordinate, record, and document the activities of the Configuration Control Board, including the tracking of Configuration Control Requests

8. Configuration Management (Design) - The Contractor shall:

a. design, implement, and audit a complete Configuration Management System and perform the necessary analysis needed to support technical and engineering activities.

b. develop and maintain Configuration Management and Data Management Plans which define the requirements for Configuration Management on a project.

c. design, implement, and audit a Configuration Management System.

d. review, evaluate, recommend, and implement new technology/enhancements to Configuration Management

e. conduct, coordinate, record, and document the activities of the Configuration Control Board, including the tracking of Configuration Control Requests

9. Management Information Systems - The Contractor shall:

a. design, operate, and maintain Management Information Systems (MIS), including hardware, software, local area networks, websites and databases, and conduct analyses of project data.

b. develop a MIS Management Plan for implementing and operating the MIS on a project.

c. support the movement by the Agency to new accounting and information systems.

d. maintain MIS systems not covered under the Outsourcing Desktop Initiative for NASA (ODIN) Contract.

e. design, develop, implement and maintain systems/databases for project management and project control. Systems activities will

include website development and maintenance.

f. implement information technology security requirements (compliance reviews, contingency plans, incident reporting and handling, risk management plan, security plan, physical security, audits, network and systems access controls).

g. provide MIS user support.

10. Documentation/Library - The Contractor shall:

a. develop and update systems for control, storage, and dissemination of all project documentation including configuration management.

b. perform the data management function including technical documentation coordination, status tracking system, distribution and reporting requirements. Monitor receipt of contract deliverables to ensure compliance with the Contract data requirements list.

11. General Accounting - The Contractor shall:

a. review microfilm images of accounting records for records management purposes.

b. prepare and submit reports to management for internal and external reporting.

c. process approximately 6000 invoices (monthly) - log in all payment data such as amount of invoice, discount percentage, and other terms; and track number into the Invoice Payment System (IPS) database

d. process approximately 3500 invoices (monthly) for payment - review invoices to ensure compliance with the Prompt Payment Act and terms of the purchase orders or government bills of lading

e. participate in special projects such as the annual review of outstanding obligations which ensures appropriate paperwork is maintained in each folder to support outstanding obligations

f. communicate regularly with vendors, procurement buyers, and resources analysts to discuss matters related to purchase orders and invoices

g. process approximately 800 domestic travel vouchers monthly for payment - review documentation to ensure all required receipts are supplied and vouchers are proper for payment and in compliance with the Financial Management Manual

h. review and track approximately 1000 domestic, overseas and permanent change of station travel orders monthly for Financial Management Manual compliance; vouchers are submitted to the Central Travel Office (CTO) at Johnson Space Center for payment

i. communicate regularly with travelers and secretaries

j. process groups of approximately 800 timecards bi-weekly, correct cards in the NASA Payroll/Personnel database previously keyed by keypunch operators, and make corrections of time and attendance data to labor job charges

k. input employee personal changes to W-4 forms and direct deposit forms into the NPPS database

- l. process adjustments for pay and leave corrections
- m. communicate with employees, timekeepers and payroll technicians from other NASA Centers or agencies
- n. process approximately 500 reimbursable agreement packages on an annual basis, ensure packages have necessary data elements and that the estimated price report is computed accurately, and set up transactions to be keyed into the GSFC financial systems.
- o. prepare approximately 150 bills monthly to be submitted to Reimbursable customers, prepare dunning notices, and participate on special committees as requested.

12. General Business - The Contractor shall:

- a. account for and prepare necessary documentation for total project travel (plan vs actual); and coordinate travel arrangements and travel vouchers to be processed in accounting.
- b. keep databases current for all project control/applicable business activities .
- c. conduct cost studies of space systems utilizing historical data and statistical analyses.
- d. establish and implement skill management and training for project control.
- e. logistically control flight hardware, ground support equipment, and other project/customer property, and interface with GSFC Logistics Management Division personnel.
- f. coordinate personnel moves.
- g. prepare and modify data, drawings, flow charts, diagrams, schedules, and narrative charts for project/customer presentations and reports.
- h. prepare technical text , perform technical editing, and document compilations and distribute documents.
- i. prepare and maintain photographic documentation/imagery of project hardware.
- j. provide additional administrative support as required.

(End of Text)

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
Washington, D.C. 20210

Wage Determination No.: 94-2104
Revision No.: 12
Date of Last Revision: 07/09/1998

Division of Wage Determinations

State(s): District of Columbia, Maryland, Virginia

Areas: Maryland COUNTIES OF Calvert, Charles, Frederick, Montgomery,
Prince George's, St Mary's
Virginia COUNTIES OF Arlington, Fairfax, Fauquier, King George,
Loudoun, Prince William, Stafford, Alexandria, Falls Church

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing ****

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 8.79
01012 Accounting Clerk II	\$ 10.28
01013 Accounting Clerk III	\$ 12.15
01014 Accounting Clerk IV	\$ 14.16
01030 Court Reporter	\$ 13.22
01050 Dispatcher, Motor Vehicle	\$ 13.85
01060 Document Preparation Clerk	\$ 10.25
01070 Messenger (Courier)	\$ 7.82
01090 Duplicating Machine Operator	\$ 10.25
01110 Film/Tape Librarian	\$ 12.88
01115 General Clerk I	\$ 7.82
01116 General Clerk II	\$ 9.17
01117 General Clerk III	\$ 10.25
01118 General Clerk IV	\$ 14.31
01120 Housing Referral Assistant	\$ 14.82
01131 Key Entry Operator I	\$ 10.05
01132 Key Entry Operator II	\$ 11.23
01191 Order Clerk I	\$ 11.26
01192 Order Clerk II	\$ 12.44
01261 Personnel Assistant (Employment) I	\$ 10.33
01262 Personnel Assistant (Employment) II	\$ 11.28
01263 Personnel Assistant (Employment) III	\$ 13.00
01264 Personnel Assistant (Employment) IV	\$ 15.50
01270 Production Control Clerk	\$ 14.82
01290 Rental Clerk	\$ 12.08
01300 Scheduler, Maintenance	\$ 12.08
01311 Secretary I	\$ 12.08
01312 Secretary II	\$ 13.22
01313 Secretary III	\$ 14.82
01314 Secretary IV	\$ 16.86
01315 Secretary V	\$ 18.96
01320 Service Order Dispatcher	\$ 12.08
01341 Stenographer I	\$ 13.26
01342 Stenographer II	\$ 14.87
01400 Supply Technician	\$ 16.86
01420 Survey Worker (Interviewer)	\$ 13.22
01460 Switchboard Operator-Receptionist	\$ 10.28
01510 Test Examiner	\$ 13.22

01520 Test Proctor	\$ 13.22
01531 Travel Clerk I	\$ 8.64
01532 Travel Clerk II	\$ 9.33
01533 Travel Clerk III	\$ 10.05
01611 Word Processor I	\$ 10.48
01612 Word Processor II	\$ 12.05
01613 Word Processor III	\$ 14.95

Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 9.97
03041 Computer Operator I	\$ 10.23
03042 Computer Operator II	\$ 12.06
03043 Computer Operator III	\$ 14.62
03044 Computer Operator IV	\$ 16.53
03045 Computer Operator V	\$ 17.79
03071 Computer Programmer I 1/	\$ 14.46
03072 Computer Programmer II 1/	\$ 16.97
03073 Computer Programmer III 1/	\$ 19.87
03074 Computer Programmer IV 1/	\$ 23.04
03101 Computer Systems Analyst I 1/	\$ 17.93
03102 Computer Systems Analyst II 1/	\$ 23.32
03103 Computer Systems Analyst III 1/	\$ 27.12
03160 Peripheral Equipment Operator	\$ 9.97

Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 18.39
05010 Automotive Glass Installer	\$ 16.45
05040 Automotive Worker	\$ 16.45
05070 Electrician, Automotive	\$ 17.44
05100 Mobile Equipment Servicer	\$ 14.43
05130 Motor Equipment Metal Mechanic	\$ 18.39
05160 Motor Equipment Metal Worker	\$ 16.45
05190 Motor Vehicle Mechanic	\$ 18.46
05220 Motor Vehicle Mechanic Helper	\$ 13.38
05250 Motor Vehicle Upholstery Worker	\$ 15.47
05280 Motor Vehicle Wrecker	\$ 16.45
05310 Painter, Automotive	\$ 17.44
05340 Radiator Repair Specialist	\$ 16.45
05370 Tire Repairer	\$ 14.43
05400 Transmission Repair Specialist	\$ 18.39

Food Preparation and Service Occupations:

07010 Baker	\$ 11.47
07041 Cook I	\$ 10.06
07042 Cook II	\$ 11.47
07070 Dishwasher	\$ 7.23
07100 Food Service Worker (Cafeteria Worker)	\$ 7.23
07130 Meat Cutter	\$ 11.47
07250 Waiter/Waitress	\$ 7.89

Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 17.44
09040 Furniture Handler	\$ 12.13
09070 Furniture Refinisher	\$ 17.44
09100 Furniture Refinisher Helper	\$ 13.38
09110 Furniture Repairer, Minor	\$ 15.47
09130 Upholsterer	\$ 17.44

General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 7.23
11060 Elevator Operator	\$ 7.23
11090 Gardener	\$ 10.06
11121 Housekeeping Aide I	\$ 6.44
11122 Housekeeping Aide II	\$ 7.26
11150 Janitor	\$ 7.23
11210 Laborer, Grounds Maintenance	\$ 7.89
11240 Maid or Houseman	\$ 6.39
11270 Pest Controller	\$ 10.79
11300 Refuse Collector	\$ 7.23
11330 Tractor Operator	\$ 9.33
11360 Window Cleaner	\$ 7.89

Health Occupations:

12020 Dental Assistant	\$ 10.26
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 10.42
12071 Licensed Practical Nurse I	\$ 12.69
12072 Licensed Practical Nurse II	\$ 14.25
12073 Licensed Practical Nurse III	\$ 15.95
12100 Medical Assistant	\$ 9.17
12130 Medical Laboratory Technician	\$ 9.17
12160 Medical Record Clerk	\$ 9.17
12190 Medical Record Technician	\$ 12.71
12221 Nursing Assistant I	\$ 7.28
12222 Nursing Assistant II	\$ 8.18
12223 Nursing Assistant III	\$ 10.48
12224 Nursing Assistant IV	\$ 11.77
12250 Pharmacy Technician	\$ 11.44
12280 Phlebotomist	\$ 9.17
12311 Registered Nurse I	\$ 15.88
12312 Registered Nurse II	\$ 17.80
12313 Registered Nurse II, Specialist	\$ 19.65
12314 Registered Nurse III	\$ 21.55
12315 Registered Nurse III, Anesthetist	\$ 21.55
12316 Registered Nurse IV	\$ 25.83

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 16.86
13011 Exhibits Specialist I	\$ 15.11
13012 Exhibits Specialist II	\$ 18.90
13013 Exhibits Specialist III	\$ 23.27
13041 Illustrator I	\$ 15.11
13042 Illustrator II	\$ 18.90
13043 Illustrator III	\$ 23.27
13047 Librarian	\$ 18.96
13050 Library Technician	\$ 13.22
13071 Photographer I	\$ 13.46
13072 Photographer II	\$ 15.11
13073 Photographer III	\$ 18.90
13074 Photographer IV	\$ 23.27
13075 Photographer V	\$ 25.60

Laundry, Drycleaning, Pressing and Related Occups:

15010 Assembler	\$ 6.51
15030 Counter Attendant	\$ 6.51
15040 Dry Cleaner	\$ 8.04
15070 Finisher, Flatwork, Machine	\$ 6.51

15130 Presser, Machine, Shirts	\$ 6.51
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.51
15190 Sewing Machine Operator	\$ 9.09
15220 Tailor	\$ 9.75
15250 Washer, Machine	\$ 7.14

Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$ 17.44
19040 Tool and Die Maker	\$ 21.24

Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 14.80
21020 Material Coordinator	\$ 14.64
21030 Material Expediter	\$ 14.64
21040 Material Handling Laborer	\$ 10.01
21050 Order Filler	\$ 12.76
21071 Forklift Operator	\$ 10.93
21080 Production Line Worker (Food Processing)	\$ 11.25
21100 Shipping/Receiving Clerk	\$ 11.78
21130 Shipping Packer	\$ 10.99
21140 Store Worker I	\$ 8.61
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 11.13
21210 Tools and Parts Attendant	\$ 12.73
21400 Warehouse Specialist	\$ 11.25

Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 18.39
23040 Aircraft Mechanic Helper	\$ 13.38
23050 Aircraft Quality Control Inspector	\$ 19.37
23060 Aircraft Servicer	\$ 15.47
23070 Aircraft Worker	\$ 16.45
23100 Appliance Mechanic	\$ 17.44
23120 Bicycle Repairer	\$ 14.43
23125 Cable Splicer	\$ 18.39
23130 Carpenter, Maintenance	\$ 17.44
23140 Carper Layer	\$ 16.85
23160 Electrician, Maintenance	\$ 17.93
23181 Electronics Technician, Maintenance I	\$ 15.51
23182 Electronics Technician, Maintenance II	\$ 19.80
23183 Electronics Technician, Maintenance III	\$ 21.56
23260 Fabric Worker	\$ 15.23
23290 Fire Alarm System Mechanic	\$ 18.39
23310 Fire Extinguisher Repairer	\$ 14.43
23340 Fuel Distribution System Mechanic	\$ 18.39
23370 General Maintenance Worker	\$ 15.90
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 18.39
23430 Heavy Equipment Mechanic	\$ 18.39
23440 Heavy Equipment Operator	\$ 18.66
23460 Instrument Mechanic	\$ 18.39
23470 Laborer	\$ 9.71
23500 Locksmith	\$ 17.44
23530 Machinery Maintenance Mechanic	\$ 19.82
23550 Machinist, Maintenance	\$ 20.79
23580 Maintenance Trades Helper	\$ 13.38
23640 Millwright	\$ 18.39
23700 Office Appliance Repairer	\$ 17.44
23740 Painter, Aircraft	\$ 17.44
23760 Painter, Maintenance	\$ 17.44
23790 Pipefitter, Maintenance	\$ 17.77
23800 Plumber, Maintenance	\$ 17.44

23820 Pneudraulic Systems Mechanic	\$ 18.39
23850 Rigger	\$ 18.39
23870 Scale Mechanic	\$ 16.45
23890 Sheet-Metal Worker, Maintenance	\$ 18.39
23910 Small Engine Mechanic	\$ 19.37
23930 Telecommunications Mechanic I	\$ 18.39
23931 Telecommunications Mechanic II	\$ 19.37
23950 Telephone Lineman	\$ 18.39
23960 Welder, Combination, Maintenance	\$ 18.39
23965 Well Driller	\$ 18.39
23970 Woodcraft Worker	\$ 18.39
23980 Woodworker	\$ 14.80

Personal Needs Occupations:

24570 Child Care Attendant	\$ 8.69
24580 Child Care Center Clerk	\$ 10.54
24600 Chore Aide	\$ 6.39
24630 Homemaker	\$ 12.05

Plant and System Operation Occupations:

25010 Boiler Tender	\$ 18.39
25040 Sewage Plant Operator	\$ 17.44
25070 Stationary Engineer	\$ 18.39
25190 Ventilation Equipment Tender	\$ 13.38
25210 Water Treatment Plant Operator	\$ 17.44

Protective Service Occupations:

27004 Alarm Monitor	\$ 11.20
27006 Corrections Officer	\$ 17.09
27010 Court Security Officer	\$ 17.57
27040 Detention Officer	\$ 17.09
27070 Firefighter	\$ 15.83
27101 Guard I	\$ 8.50
27102 Guard II	\$ 11.20
27130 Police Officer	\$ 19.80

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 13.83
28020 Hatch Tender	\$ 13.83
28030 Line Handler	\$ 13.83
28040 Stevedore I	\$ 13.00
28050 Stevedore II	\$ 14.66

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 24.47
29011 Air Traffic Control Specialist, Station 2/	\$ 16.87
29012 Air Traffic Control Specialist, Terminal 2/	\$ 18.59
29023 Archeological Technician I	\$ 13.63
29024 Archeological Technician II	\$ 15.25
29025 Archeological Technician III	\$ 18.90
29030 Cartographic Technician	\$ 18.90
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 17.93
29040 Civil Engineering Technician	\$ 18.90
29061 Drafter I	\$ 10.75
29062 Drafter II	\$ 13.46
29063 Drafter III	\$ 15.11
29064 Drafter IV	\$ 18.90
29081 Engineering Technician I	\$ 11.55

29082 Engineering Technician II	\$ 13.40
29083 Engineering Technician III	\$ 16.10
29084 Engineering Technician IV	\$ 18.48
29085 Engineering Technician V	\$ 22.60
29086 Engineering Technician VI	\$ 27.35
29090 Environmental Technician	\$ 18.27
29100 Flight Simulator/Instructor (Pilot)	\$ 23.32
29150 Graphic Artist	\$ 17.93
29160 Instructor	\$ 18.40
29210 Laboratory Technician	\$ 14.62
29240 Mathematical Technician	\$ 18.48
29361 Paralegal/Legal Assistant I	\$ 13.22
29362 Paralegal/Legal Assistant II	\$ 16.86
29363 Paralegal/Legal Assistant III	\$ 20.62
29364 Paralegal/Legal Assistant IV	\$ 24.95
29390 Photooptics Technician	\$ 18.48
29480 Technical Writer	\$ 16.72
29491 Unexploded Ordnance Technician I	\$ 15.55
29492 Unexploded Ordnance Technician II	\$ 18.82
29493 Unexploded Ordnance Technician III	\$ 22.55
29494 Unexploded Safety Escort	\$ 15.55
29495 Unexploded Sweep Personnel	\$ 15.55
29620 Weather Observer, Senior 3/	\$ 17.02
29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 14.62
29622 Weather Observer, Upper Air 3/	\$ 14.62

Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 13.24
31260 Parking and Lot Attendant	\$ 7.50
31290 Shuttle Bus Driver	\$ 10.42
31300 Taxi Driver	\$ 9.67
31361 Truckdriver, Light Truck	\$ 10.42
31362 Truckdriver, Medium Truck	\$ 13.24
31363 Truckdriver, Heavy Truck	\$ 15.54
31364 Truckdriver, Tractor-Trailer	\$ 16.93

Miscellaneous Occupations:

99020 Animal Caretaker	\$ 8.61
99030 Cashier	\$ 6.51
99041 Carnival Equipment Operator	\$ 9.33
99042 Carnival Equipment Repairer	\$ 10.06
99043 Carnival Worker	\$ 7.23
99050 Desk Clerk	\$ 9.45
99095 Embalmer	\$ 18.40
99300 Lifeguard	\$ 6.89
99310 Mortician	\$ 18.40
99350 Park Attendant (Aide)	\$ 8.48
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 7.58
99500 Recreation Specialist	\$ 15.40
99510 Recycling Worker	\$ 9.33
99610 Sales Clerk	\$ 6.75
99620 School Crossing Guard (Crosswalk Attendant)	\$ 7.23
99630 Sports Official	\$ 6.75
99658 Survey Party Chief (Chief of Party)	\$ 10.93
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 9.42
99660 Surveying Aide	\$ 6.16
99690 Swimming Pool Operator	\$ 11.47
99720 Vending Machine Attendant	\$ 9.33
99730 Vending Machine Repairer	\$ 11.47
99740 Vending Machine Repairer Helper	\$ 9.33

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



National Aeronautics and
Space Administration

NOT MEASUREMENT
SENSITIVE

NASA-STD-2804C
March 2, 1999

MINIMUM OFFICE AUTOMATION SOFTWARE SUITE INTERFACE STANDARDS AND PRODUCT STANDARDS

NASA TECHNICAL STANDARD

FOREWORD

This standard is approved for use by NASA Headquarters and all NASA Centers and is intended to provide a common framework for consistent practices across NASA programs.

The material covered in this standard is based on the consensus judgment of the NASA Chief Information Officers (CIO) Board and the NASA CIO Council. The purpose of this standard is to establish the minimum office automation workstation software suite required to support interoperability, establish interface and product standards for components of the software suite operating on PC or MAC, and establish reporting metrics for determining overall NASA interoperability.

Requests for information, corrections, or additions to this standard should be directed to the John Glenn Research Center (GRC), the Principal Center for Workgroup Hardware and Software, Code 7100, MS 142-2, Cleveland, OH, 44135. Requests for additional copies of this standard should be sent to NASA Engineering Standards, EL01, MSFC, AL, 35812 (telephone 205-544-2448). This and other NASA standards may be viewed and downloaded, free-of-charge, from our NASA Standards Homepage: <http://standards.nasa.gov>.

Lee B. Holcomb
Chief Information Officer

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MINIMUM OFFICE AUTOMATION SOFTWARE SUITE INTERFACE STANDARDS AND PRODUCT STANDARDS

1. SCOPE

1.1 Purpose and Scope. This standard is to establish the minimum office automation workstation software suite required to support interoperability, establish interface and product standards for components of the software suite operating on PC or MAC, and establish reporting metrics for determining overall NASA interoperability.

Software standards for UNIX platforms are addressed by NASA STD-2810, *UNIX Interoperability*.

1.2 Applicability. All Center CIO's will ensure that all NASA employees have access to an interoperable workstation that is equipped with the following minimum software suite that meets the standards in Section 3 below:

- Word Processing
- Spreadsheet
- Presentation
- Electronic Mail
- IFMP
- Calendar/Scheduling
- Basic Internet Client Suite (IP Stack, FTP, Telnet, Web Browser)

For the functions (components) identified with standard products, future procurements to support interoperability are restricted to these products and enterprise applications. Licenses for other products may not be renewed. Additional products will be added as required.

2. ACRONYMS AND DEFINITIONS

2.1 Acronyms

2.1.1	<u>FTP</u>	File Transfer Protocol
2.1.2	<u>MIME</u>	Multipurpose Internet Mail Extension
2.1.3	<u>SMTP</u>	Simple Mail Transport Protocol
2.1.4	<u>TCP/IP</u>	Transmission Control Protocol/Internet Protocol
2.1.5	<u>WHS</u>	Workgroup Hardware and Software
2.1.6	<u>COTS</u>	Commercial "Off-the-Shelf" product
2.1.7	<u>CIO</u>	Chief Information Officer
2.1.8	<u>QT</u>	QuickTime
2.1.9	<u>GIF</u>	Graphics Interchange Format
2.1.10	<u>JPEG</u>	Joint Photographic Experts Group
2.1.11	<u>IFMP</u>	Integrated Financial Management Program

2.2 Definitions

2.2.1 Freeware. Product is available free of charge and is in the public domain. Freeware is distributed over the Internet from the vendor or another organization.

2.2.2 Shareware. Product is available for use typically at a nominal charge with specific license restrictions. Generally, users have the ability to test the product before purchase. Shareware is usually distributed over the Internet from the vendor.

3. DETAILED REQUIREMENTS

3.1 Architectural Compliance Requirements. NASA has baselined and approved an initial NASA Integrated Information Technology Architecture. The architecture is predicated on selecting standards for a broad and cost-effective infrastructure that provides for reliance on commercial off-the-shelf products as much as possible; interoperability both within and external to NASA; flexibility for future growth; and consistency with generally accepted consensus standards as much as feasible. Among these objectives, interoperability is one of NASA's most critical issues related to information technology.

At times, it is in NASA's best interest to specify commercial products as standards for an interoperable implementation of a particular set of related and integrated functions. In those instances, there are often other embedded functions or proprietary extensions within those products whose use may create higher-level interoperability conflicts when embedded in an application system that transcends basic interoperability. For that reason, NASA Centers and programs are advised to apply appropriate caution to the use of proprietary or non-standard extensions, features and functions of hardware or software that go beyond the standard functionality.

3.2 Interface and Product Standards. The following standards are established for the components of the office automation software suite:

Component	Interface Standard	Product Standard ¹
Word Processing	MSWord 97/98 File	Word, WordPerfect
Spreadsheet	Excel 97/98 File	Excel, Lotus 123
Presentation	PowerPoint 97/98 File	PowerPoint
Electronic Mail	SMTP/NASA MIME Profile	PC - MS Exchange, MS Outlook, Eudora Pro, Netscape Communicator Mac - MS Exchange, Eudora Pro, Netscape Communicator
Calendar/Scheduling	vCAL ²	Netscape Calendar ³
Basic Internet Client Suite	See Tables I and II	See Tables I and II

¹ Product standards shall be Y2K compliant versions (e.g. Word 97 or 98, Excel 97 or 98, etc.)

² Limited interoperability provided by this interface standard

³ All Center CIO's are responsible for providing an interoperable calendar/scheduling solution within their Centers. Netscape Calendar is recommended, but not required.

3.3 Future Interface and Product Standards. The Workgroup Hardware and Software (WHS) Principal Center is working to ensure interoperability at the highest possible revision of products included in the office automation software suite.

4. REVIEW AND REPORTING REQUIREMENTS

4.1 Interoperability Implementation Reporting. Each Center CIO will provide the NASA CIO with an annual progress report, outlining the progress in achieving minimum interoperability access for each NASA employee.

4.2 Interoperability Reporting. Each Center CIO will establish the necessary processes and tools, both manual and automated, to report on an annual basis to the NASA CIO the hardware and software configuration of all workstations and file servers at their respective Centers. These data will contain sufficient information to ascertain if the workstation or server supports NASA employees or is Government-furnished equipment to a contractor, whether the equipment is required to be interoperable, and a description of the hardware architecture/environment. The report will specify the number of NASA employees that do not have access to interoperable workstations.

4.3 Interface and Product Standards Review Reporting. The Principal Center for WHS will review this standard on an as-required basis, not to exceed 6-month intervals. Office automation software standards will be updated as required.

5. DURATION

5.1 Duration. This standard will remain in effect until canceled or modified by the NASA CIO.

TABLE I. Internet Software Suite - Windows 95/98/NT Systems

Feature	Product	Minimum Version	Target Version	Software Type	Software Status
TCP/IP Stack	Bundled	Win 95/98/NT	Win 95/98/NT	COTS	Recommended
Telnet Client	Bundled	Win 95/98/NT	Win95/98 /NT	COTS	Recommended
FTP Client	WS FTP 32	951112	(LE)4.50 970517	Freeware	Recommended
3270 Client	QWS3270 Extra	2.4	2.4	Shareware	Optional
Web Browser	Netscape Navigator	4.03	4.5	COTS	Recommended
News Reader	See Web Browser				
GIF Viewer	See Web Browser				
JPEG Viewer	See Web Browser				
MPEG Player	VMPEG Lite	1.6a	1.7	Freeware	Recommended
QT Movie Player	QuickTime	2.1	3	Freeware	Recommended
PDF Viewer	Adobe Acrobat Reader	3.01	3.02	Freeware	Mandatory
ZIP Extractor	WinZip	6.31	6.31	Shareware	Recommended
Anti-Virus	Norton AntiVirus or equivalent	5.0.3	5.0.3	COTS	Recommended
Windows Remote Display	Independent Computing Architecture (ICA)	4.00.606	4.00.606	COTS	Optional
X Window System Server	Exceed	6.0.1	6.1	COTS	Optional
Network File System Client	Macstro	6.0	6.1	COTS	Optional

Legend:

- Mandatory** Specified **PRODUCT** required for Interoperable Workstations.
- Recommended** Specified **FEATURE** required for Interoperable Workstations. Product is recommended, but a compatible product may be used at the discretion of the Center CIO. *Where applicable, products must be Winsock TCP/IP compliant.*
- Optional** Capabilities not required for workstation interoperability but useful if functionality is required.

TABLE II. Internet Software Suite - Mac Systems

Feature	Product	Minimum Version	Target Version	Software Type	Software Status
TCP/IP Stack	Open Transport	1.1	2.0.1	COTS	Recommended
Telnet Client	NCSA Telnet	2.6	2.7B4	Freeware	Recommended
FTP Client	Fetch	2.12	3.01	Shareware	Recommended
3270 Client	TN3270	2.4a4	2.5b5	Shareware	Recommended
Web Browser	Netscape Navigator	4.03	4.5	COTS	Recommended
News Reader	See Web Browser				
GIF Viewer	See Web Browser				
JPEG Viewer	See Web Browser				
MPEG Player	Sparkle	2.4.5	2.4.5	Freeware	Recommended
QT Movie Player	Sparkle	2.4.5	2.4.5	Freeware	Recommended
PDF Viewer	Adobe Acrobat Reader	3.01	3.02	Freeware	Mandatory
HQX Extractor	Stuffit Expander	3.5.2	4.0.2	Freeware	Recommended
Anti-Virus	Symantec AntiVirus for Mac (NAV) or equivalent	5.0.3	5.0.3	COTS	Recommended
Windows Remote Display	Independent Console Architecture	3.0	3.0	COTS	Optional
X Window System Server	Exodus	7.0	7.0	COTS	Optional
Network File System Client	Intragy Access	1.0.1	1.0.1	COTS	Optional

Legend:

- Mandatory** Specified **PRODUCT** required for Interoperable Workstations.
- Recommended** Specified **FEATURE** required for Interoperable Workstations. Product is recommended, but a compatible product may be used at the discretion of the Center CIO. *Where applicable, products must be Open Transport compliant.*
- Optional** Capabilities not required for workstation interoperability but useful if functionality is required.